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10 SELECTBLINDS LLC

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ROGER BARR, individually and on
14 behalf of all others similarly situated,
15 Plaintiff,

16 v.

17 SELECTBLINDS LLC,
18 Defendant.

CASE NO. 2:22-CV-08326-SPG-PD

**STIPULATED PROTECTIVE
ORDER¹**

Courtroom: 5C

Judge: Hon. Sherilyn Peace
Garnett

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27 ¹ This Stipulated Protective Order is substantially based on the model protective order
28 provided under Magistrate Judge Patricia Donahue's Procedures.

1 1.1 PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the Court
6 to enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles.

11 1.2 GOOD CAUSE STATEMENT

12 This putative class action involves claims relating to Defendant SelectBlinds
13 LLC's alleged sales practices and is therefore likely to involve sensitive trade secrets,
14 confidential and proprietary customer and pricing lists and related information, and
15 other valuable research, development, commercial, financial, technical and/or
16 proprietary information for which special protection from public disclosure and from
17 use for any purpose other than prosecution of this action is warranted. Such
18 confidential and proprietary materials and information consist of, among other things,
19 confidential business and financial information, information regarding confidential
20 business practices, or other confidential research, development, or commercial
21 information (including information implicating privacy rights of third parties),
22 information otherwise generally unavailable to the public. Accordingly, to expedite
23 the flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information the parties
25 are entitled to keep confidential, to ensure that the parties are permitted reasonable
26 necessary uses of such material in preparation for and in the conduct of trial, to address
27 their handling at the end of the litigation, and serve the ends of justice, a protective
28 order for such information is justified. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing shall be so
2 designated without a good faith belief that it is confidential, has been maintained in a
3 confidential, non-public manner, and there is good cause why it should not be part of
4 the public record of this case.

5 1.3 ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
6 SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
10 the standards that will be applied when a party seeks permission from the court to
11 file material under seal.

12 There is a strong presumption that the public has a right of access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions,
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
17 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
18 good cause showing), and a specific showing of good cause or compelling reasons
19 with proper evidentiary support and legal justification, must be made with respect to
20 Protected Material that a party seeks to file under seal. The parties' mere designation
21 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
22 submission of competent evidence by declaration, establishing that the material
23 sought to be filed under seal qualifies as confidential, privileged, or otherwise
24 protectable—constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial, then
26 compelling reasons, not only good cause, for the sealing must be shown, and the
27 relief sought shall be narrowly tailored to serve the specific interest to be protected.
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1 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
 2 item or type of information, document, or thing sought to be filed or introduced under
 3 seal in connection with a dispositive motion or trial, the party seeking protection
 4 must articulate compelling reasons, supported by specific facts and legal
 5 justification, for the requested sealing order. Again, competent evidence supporting
 6 the application to file documents under seal must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in
 8 its entirety will not be filed under seal if the confidential portions can be redacted. If
 9 documents can be redacted, then a redacted version for public viewing, omitting only
 10 the confidential, privileged, or otherwise protectable portions of the document, shall
 11 be filed. Any application that seeks to file documents under seal in their entirety
 12 should include an explanation of why redaction is not feasible.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation
 15 of information or items under this Order.

16 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
 17 how it is generated, stored or maintained) or tangible things that qualify for protection
 18 under Federal Rule of Civil Procedure 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel and House Counsel (as
 20 well as their support staff).

21 2.4 Designating Party: a Party or Non-Party that designates information or
 22 items that it produces in disclosures or in responses to discovery as
 23 "CONFIDENTIAL."

24 2.5 Disclosure or Discovery Material: all items or information, regardless of
 25 the medium or manner in which it is generated, stored, or maintained (including,
 26 among other things, testimony, transcripts, and tangible things), that are produced or
 27 generated in disclosures or responses to discovery in this matter.
 28

1 2.6 Expert: a person who has been retained by a Party or its counsel to serve
2 as an expert witness or as a consultant in this action.

3 2.7 House Counsel: attorneys who are employees of a party to this action.
4 House Counsel does not include Outside Counsel or any other outside counsel.

5 2.8 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.9 Outside Counsel: attorneys who are not employees of a party to this
8 action but are retained to represent or advise a party to this action.

9 2.10 Party: any party to this action, including all of its officers, directors,
10 employees, consultants, members, retained experts, and Outside Counsel (and their
11 support staffs).

12 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this action.

14 2.12 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is
19 designated as "CONFIDENTIAL."

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or extracted
25 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
26 Protected Material; and (3) any testimony, conversations, or presentations by Parties
27 or their Counsel that might reveal Protected Material. However, the protections
28 conferred by this Stipulation and Order do not cover the following information: (a)

1 any information that is in the public domain at the time of disclosure to a Receiving
2 Party or becomes part of the public domain after its disclosure to a Receiving Party
3 as a result of publication not involving a violation of this Order, including becoming
4 part of the public record through trial or otherwise; and (b) any information known to
5 the Receiving Party prior to the disclosure or obtained by the Receiving Party after
6 the disclosure from a source who obtained the information lawfully and who did not
7 breach any obligation of confidentiality to the Designating Party by disclosing or
8 providing it to the Receiving Party.

9 This Order does not govern the use of Protected Material at trial. Any use of
10 Protected Material at trial shall be governed by a separate agreement or order.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under this
23 Order must take care to limit any such designation to specific material that qualifies
24 under the appropriate standards. The Designating Party must designate for protection
25 only those parts of material, documents, items, or oral or written communications that
26 qualify – so that other portions of the material, documents, items, or communications
27 for which protection is not warranted are not swept unjustifiably within the ambit of
28 this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber or retard the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires the following:

15 (a) For information in documentary form (e.g., paper or electronic documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
17 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
18 protected material. If only a portion or portions of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins). For documents produced in
21 electronic native format (e.g., Excel files) the Producing Party may include
22 CONFIDENTIAL in the file title.

23 A Party or Non-Party that makes original documents or materials available for
24 inspection need not designate them for protection until after the inspecting Party has
25 indicated which material it would like copied and produced. During the inspection
26 and before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
28 it wants copied and produced, the Producing Party must determine which documents,

1 or portions thereof, qualify for protection under this Order. Then, before producing
2 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
3 legend to each page that contains Protected Material. If only a portion or portions of
4 the material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins).

7 (b) for testimony given in deposition or in other pretrial or trial proceedings,
8 that the Designating Party identify on the record, before the close of the deposition,
9 hearing, or other proceeding, all protected testimony.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior
12 of the container or containers in which the information or item is stored the legend
13 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
14 protection, the Producing Party, to the extent practicable, shall identify the protected
15 portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive the
18 Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time. Unless a prompt challenge to a Designating
25 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
26 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
27 litigation, a Party does not waive its right to challenge a confidentiality designation
28

1 by electing not to mount a challenge promptly after the original designation is
2 disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging
5 and describing the basis for each challenge. The parties shall attempt to resolve each
6 challenge in good faith and must begin the process by conferring directly within 7
7 days of the date of service of notice. In conferring, the Challenging Party must explain
8 the basis for its belief that the confidentiality designation was not proper and must
9 give the Designating Party an opportunity to review the designated material, to
10 reconsider the circumstances, and, if no change in designation is offered, to explain
11 the basis for the chosen designation. A Challenging Party may proceed to the next
12 stage of the challenge process only if it has engaged in this meet and confer process
13 first or establishes that the Designating Party is unwilling to participate in the meet
14 and confer process in a timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
16 court intervention, the Designating Party shall file and serve a motion to retain
17 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
18 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
19 the parties agreeing that the meet and confer process will not resolve their dispute,
20 whichever is earlier. Each such motion must be accompanied by a competent
21 declaration affirming that the movant has complied with the meet and confer
22 requirements imposed in the preceding paragraph. Failure by the Designating Party
23 to make such a motion including the required declaration within 21 days (or 14 days,
24 if applicable) shall automatically waive the confidentiality designation for each
25 challenged designation. In addition, the Challenging Party may file a motion
26 challenging a confidentiality designation at any time if there is good cause for doing
27 so, including a challenge to the designation of a deposition transcript or any portions
28 thereof. Any motion brought pursuant to this provision must be accompanied by a

1 competent declaration affirming that the movant has complied with the meet and
2 confer requirements imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 the confidentiality designation by failing to file a motion to retain confidentiality as
8 described above, or has withdrawn the designation, all parties shall continue to afford
9 the material in question the level of protection to which it is entitled under the
10 Producing Party's designation until the court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this case
14 only as reasonably necessary for prosecuting, defending, or attempting to settle this
15 litigation. Such Protected Material may be disclosed only to the categories of persons
16 and under the conditions described in this Order. When the litigation has been
17 terminated, a Receiving Party must comply with the provisions of Section 13 below
18 (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise permitted by this Stipulated Protective Order, ordered by the court, or
24 permitted in writing by the Designating Party, a Receiving Party may disclose any
25 information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel in this action, as well as employees
27 of said Outside Counsel to whom it is reasonably necessary to disclose the information
28 for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who are employees, directors, or officers of a Party or who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(i) any mediator or ADR provider that is assisting the parties with potential settlement, and their personnel

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena
5 or order is subject to this Protective Order. Such notification shall include a copy of
6 this Stipulated Protective Order; and

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this action
9 as “CONFIDENTIAL” before a determination by the court from which the subpoena
10 or order issued, unless the Party has obtained the Designating Party’s permission or
11 has been ordered to do so by the court from which the subpoena or order issued. The
12 Designating Party shall bear the burden and expense of seeking protection in that court
13 of its confidential material – and nothing in these provisions should be construed as
14 authorizing or encouraging a Receiving Party in this action to disobey a lawful
15 directive from another court.

16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. Nothing in these provisions should be
22 construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to produce
24 a Non-Party’s confidential information in its possession, and the Party is subject to an
25 agreement with the Non-Party not to produce the Non-Party’s confidential
26 information, then the Party shall:
27
28

1 (1) promptly notify in writing the Requesting Party and the Non-Party that
2 some or all of the information requested is subject to a confidentiality agreement with
3 a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
5 Order in this litigation, the relevant discovery request(s), and a reasonably specific
6 description of the information requested; and

7 (3) make the information requested available for inspection by the Non-Party,
8 if requested.

9 (c) If the Non-Party fails to object or seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving
13 Party shall not produce any information in its possession or control that is subject to
14 the confidentiality agreement with the Non-Party before a determination by the court,
15 unless the Party has obtained the Non-Party's permission or has been ordered to do
16 so by the court from which the subpoena or order issued. Absent a court order to the
17 contrary, the Non-Party shall bear the burden and expense of seeking protection in
18 this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve or destroy all unauthorized copies of the Protected Material, (c) inform the
25 person or persons to whom unauthorized disclosures were made of all the terms of
26 this Order, and (d) request such person or persons to execute the "Acknowledgment
27 and Agreement to Be Bound" that is attached hereto as Exhibit A.
28

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the parties
 9 have reached an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, as
 11 set forth in Section 14.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 14 person to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 16 Protective Order, no Party waives any right it otherwise would have to object to
 17 disclosing or producing any information or item on any ground not addressed in this
 18 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 19 ground to use in evidence of any of the material covered by this Protective Order.

20 12.3 Filing Protected Material. Without written permission from the
 21 Designating Party or a court order secured after appropriate notice to all interested
 22 persons, a Party may not file in the public record in this action any Protected Material.
 23 A Party that seeks to file under seal any Protected Material must comply with Civil
 24 Local Rule 79-5.2.2. Protected Material may only be filed under seal pursuant to a
 25 court order authorizing the sealing of the specific Protected Material at issue.
 26 Notwithstanding the foregoing and anything else in this Order, if a Receiving Party's
 27 request to file Protected Material under seal is denied by the court, then the Receiving
 28

1 Party may file the information in the public record unless otherwise instructed by the
2 court.

3 13. FINAL DISPOSITION

4 Within 60 days after the later of both (1) a final disposition of this action, as
5 defined in paragraph 4 and (2) a written request by the Producing Party, each
6 Receiving Party must return all Protected Material to the Producing Party or destroy
7 such material, subject to the exceptions below. As used in this subdivision, “all
8 Protected Material” includes all copies, abstracts, compilations, summaries, and any
9 other format reproducing or capturing any of the Protected Material. Whether the
10 Protected Material is returned or destroyed, the Receiving Party must submit a written
11 certification to the Producing Party (and, if not the same person or entity, to the
12 Designating Party) by the 60 day deadline that affirms that the Receiving Party has
13 not retained any copies, abstracts, compilations, summaries or any other format
14 reproducing or capturing any of the Protected Material, subject to the exceptions
15 below. Notwithstanding this provision, Counsel are entitled to retain an archival copy
16 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
17 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
18 work product, emails and associated attachments, and consultant and expert work
19 product, even if such materials contain Protected Material. Any such archival copies
20 that contain or constitute Protected Material remain subject to this Protective Order
21 as set forth in Section 4 (DURATION).

22 14. FEDERAL RULE OF EVIDENCE 502(d) ORDER

23 Pursuant to Fed. R. Evid. 502(d), the production of any documents,
24 electronically stored information (ESI) or information, whether inadvertent or
25 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other
26 federal or state proceeding, constitute a waiver by the producing party of any privilege
27 applicable to those documents, including the attorney-client privilege, attorney work-
28 product protection, or any other privilege or protection recognized by law. This

1 Stipulation and Order shall be interpreted to provide the maximum protection allowed
 2 by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing
 3 contained herein is intended to or shall serve to limit a Party's right to conduct a
 4 review of documents, ESI or information (including metadata) for relevance,
 5 responsiveness and/or segregation of privileged and/or protected information before
 6 production. Information produced in discovery that is protected as privileged or work
 7 product shall be promptly returned to the Producing Party or destroyed at the request
 8 of the Producing Party.

9 FOR GOOD CAUSE SHOWN, THROUGH COUNSEL OF RECORD.

11 Dated: March 13, 2023

DLA PIPER LLP (US)

12 By: /s/ Isabelle L. Ord

13 ISABELLE L. ORD

14 Attorneys for Defendant

15 SELECTBLINDS LLC

16 Dated: March 13, 2023

DOVEL & LUNER, LLP

17 By: /s/ Simon Carlo Franzini

18 CHRISTIN KYUNGSIK CHO

19 SIMON CARLO FRANZINI

20 GRACE BENNETT

21 Attorneys for Plaintiffs

22 ROGER BARR

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24 Dated: March 15, 2023

Patricia Donahue

25 HON. PATRICIA DONAHUE

26 UNITED STATES MAGISTRATE JUDGE

ATTORNEY ATTESTATION

Pursuant to C.D. Cal. Civil L.R. 5-4.3.4(a)(2)(i), I attest that concurrence in the filing of this document has been obtained from the signatory shown above and that the signatory has authorized placement of their electronic signature on this document.

Executed on March 13, 2023, at Moraga, California.

/s/ Isabelle L. Ord
Isabelle L. Ord

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [date] in the case of ***Roger Barr v. SelectBlinds LLC, Case No. 2:22-cv-08326-SPG-***
PD. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____